

Draft Retail Tariff Instruction (“RTI”) 2025 – Clean Version

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Document history

Issue Date	Version	Notes
26 November 2018	1.0	"Retail Tariff Instruction ("RTI"), entered into force on January 1, 2019
09 July 2025	1.1	Draft Retail Tariff Instruction ("RTI") for consultation (This document)

1 Introduction

1.1 Background, Objective and Scope

1. This Retail Tariff Instruction (“**RTI**”) is based on international best practice and considers the experience accumulated by the Communications Regulatory Authority (“**CRA**”) and licensed Service Providers (“**SPs**” or “**Licensees**”) in the process of Retail Tariff regulation since the entry into force of the first Retail Tariff Instruction¹ on January 1, 2019.
2. The RTI applies to Licensees who offer Telecommunication Services to the public, both Dominant Service Providers (“**DSP**”) and non - Dominant Service Providers (“**non-DSPs**”).
3. The RTI sets out rules, procedures and requirements for Retail Offers of Licensees under the Applicable Regulatory Framework (“**ARF**”).
4. The RTI has two main objectives.
 - 4.1 providing a solid regulatory framework for Licensees’ Tariff filings and/or approval procedures; and
 - 4.2 guaranteeing certainty and transparency of the terms and conditions of Retail Offers, together with other relevant legal and regulatory instruments of the CRA, in the market for Telecommunications Services and Products.
5. The RTI applies to retail Tariffs, defined in accordance with the Individual Licenses and the Executive By-Law.
6. Wholesale Tariffs and unregulated Telecommunications Services (unless bundled with a regulated Telecommunications Service) fall outside the scope of the RTI.
7. With respect to this RTI, it is the responsibility of the Licensee:
 - 7.1 prior to the Retail Offer being made available in the telecommunications market, to file each Retail Offer in a form as outlined in this RTI².
 - 7.2 to ensure that any marketing material, online advertising and/or direct communication associated with the Retail Offer complies with the ARF and accurately reflects the terms and conditions of the notified/approved Tariff.
 - 7.3 to ensure that any Telecommunications Service entering the market complies fully with all laws and requirements of the State of Qatar including, but not limited to, compliance with the security requirements of the State of Qatar.

¹ The Decision of the President of the CRA No. (3) of 2018 issuing the Retail Tariff Instruction dated November 15, 2018 (ref. CRARAC 2018/11/15).

² For avoidance of doubt a Retail Offer shall not be made available in the telecommunications market until it has been notified/approved by the CRA AND the full notified/approved Tariff filing, and its associated terms and conditions are published on the website of the relevant Licensee as required by this RTI.

- 7.4 to ensure the terms and conditions of a Telecommunications Service provided by an Authorized Dealer³ and/or Legal Reseller⁴ comply fully with this RTI and the requirements of the ARF⁵.
- 7.5 to stop immediately the provision of a Telecommunication Service to any illegal - reseller of the service and to inform the CRA in writing of the matter.
8. The RTI replaces.
- 8.1 All previous versions of the RTI.
- 8.2 The “Notice Revised Interim Rules for Retail Tariff Assessment”⁶.
- 8.3 The Order setting forth the rules and instructions for on-net/off-net price differentiation for Dominant Service Providers in Qatar dated 15 May 2011 (ICTRA 2011/05/15). And
- 8.4 The Relevant Tariff Annexure of the Individual Licenses⁷.
9. For the sake of clarity and transparency, the RTI provides rules, procedures and requirements on how the CRA will proceed with Tariff reviews and/or approvals in a typical case. However, since the telecommunications market evolves rapidly due to technological developments, Tariffs may sometimes have features that are not entirely captured by the RTI. Therefore, the RTI cannot be fully exhaustive. In exceptional cases, where a situation is not covered by the RTI, the CRA will provide a justification for any deviation from the RTI.

3 An Authorized Dealer of a SP's Telecommunications Services is one who has a comprehensive agreement with the SP to distribute its products.

4 Other than by a Legal Reseller, resale of a Telecommunications Service is not permitted (see. See CLASS LICENSE for the Resale of Retail Telecommunications Services, Version 3 dated June 20, 2022, (ref. CRARAC2022/06/20-1) available at <https://www.cra.gov.qa/en/document/class-license-for-the-sale-of-retail-telecommunications-services> for the definition of a Legal Reseller).

5 This obligation must be clearly and comprehensively implemented in the agreement with the Authorized Dealer and/or Legal Reseller.

6 Ref. RA-ASG/02-281211.

7 For most Licensees this is Annexure D of their Individual License. However, in 3 of the VSAT Licensees it is Annexure F, not Annexure D, and for Starlink Satellite Qatar (SpaceX) no relevant Annexure exists.

2 Legal Basis

10. The following legal provisions provide the basis for the Retail Tariff Instruction but are not exhaustive.

The Telecommunications Law issued by Decree Law No. 34 of 2006 (“Telecommunications Law”) as amended by Law No. 17 of 2017

11. Articles 4(4) and 4(8) allow the CRA to set and enforce appropriate remedies “to prevent SPs from engaging in or continuing anticompetitive practices” and requires the CRA to safeguard “the interests of Customers, including setting rules for tariff regulation (...) and monitoring the terms and conditions of telecommunications services”.
12. Article 26 empowers the CRA to “determine the elements necessary for the provision of tariff offers, their approval and publication in respect to Telecommunications Services”. The CRA may also “set out other rules for regulating prices and Tariffs including the implementation of any program for rate rebalancing or price cap.”
13. Article 28 states “Dominant service providers shall submit to the CRA the offers for the tariffs, prices and charges of the telecommunications services in the markets where they have been designated as dominant service providers and obtain the prior approval for them.”
14. Article 29 states “The tariff for telecommunications services provided by dominant service providers shall be based on the cost of efficient service provision and the tariff shall not contain any excessive charge shall result from the dominant position that the service provider enjoys. And the [CRA] may issue decisions along with justification to amend the tariffs where it finds that they are not in line with the cost of the service provision, provided that such decision shall prescribe the new tariff amount.”
15. Article 31 states “The dominant service provider shall not apply or change any tariffs, prices or charges or any other consideration that are contrary to the tariffs approved by the CRA. Any agreement or arrangement between the service provider and the customer to the contrary is prohibited.”
16. Article 43 states, that a DSP is prohibited from engaging in conducts and activities considered as abuse of a dominant position, such as, amongst others “(6) supplying competitive telecommunication services at prices below long run incremental costs or any other cost standard specified by the [CRA]; (7) using revenues or transferring a part of cost of a specific telecommunication service to subsidize another telecommunication service supplied by a service provider except where such subsidy is approved by the [CRA]; (9) performing any action that have the effect of substantially lessening competition in any telecommunication market, and in particular (...): (a) reducing the margin of profit available to a competitor; (...)”.
17. Article 44 states “Dominant service providers shall offer equivalent terms and quality of service for all customers including tariffs, and the CRA may permit differing terms if such terms are objectively justified based on differences in supply conditions including different costs, traffic volumes, or shortage of available facilities or resources. This

prohibition shall also apply between customers who obtain a service for resale to their end customers. The dominant service provider shall submit to the CRA sufficient justifications regarding any discrimination and shall cease the discrimination upon receipt of a notice in this regard from the CRA."

18. Article 51 states "(1) The service provider shall provide the consumer, before the consumer subscribes to the service or before the consumer incurs any commercial obligation to the service provider, with the terms of the service and any other terms and conditions and all tariffs, rates and costs applicable to any telecommunications service. (2) The service provider shall not charge a consumer except the service fee specified to telecommunications or the specified fee for telecommunications equipment ordered by the consumer. The consumer shall not be liable to pay any fee for any service or equipment relating to telecommunications that the consumer has not ordered."

The Executive By-Law of 2009 for the Telecommunications Law ("By-Law")

19. Article 1 defines a Tariff as: "any statement of prices, rates, charges or other compensation of any form (including related service descriptions or terms and conditions such as rebates, waivers or discounts) offered by a Service Provider regarding any of its services".
20. Article 6 empowers the CRA to take measures, actions and decisions, as it deems appropriate to ensure that Licensees and SPs comply with the provisions of the Law, the By-Law and the provisions of the individual licenses or to remedy their breaches.
21. Article 54 provides that the CRA shall have the authority to review all SP Tariffs, including retail Tariffs, and to determine any requirements regarding Tariffs, their approval and publication, and the CRA may issue regulations or orders to regulate the Tariffs of SPs.
22. Article 56, applicable to DSPs, states "Tariffs that are subject to filing with and approval by the CRA shall enter into force only after they have been approved by a decision from the CRA."
23. Article 75 states "Dominant Service Providers are prohibited from undertaking any activities or actions that abuse their dominant position. In addition to the conduct and activities specifically identified in Article 43 of the Law, the CRA may prohibit any other action or activities engaged in by a Dominant Service Provider that the CRA determines to have the effect or to be likely to have the effect of substantially lessening competition in any telecommunications market."

Emiri Decision No. (42) of 2014 Establishing the Communications Regulatory Authority ("Emiri Decision")

24. Article 4 of the Emiri Decision makes the CRA responsible for regulating the communications, information technology, and postal sectors, as well as access to digital media, with the aim of providing advanced and reliable Telecommunication Services across the State.

25. Article 4(1) empowers the CRA to set regulatory frameworks for the communications, information technology, and postal sectors, as well as access to digital media, in line with the general policies of the sector and to enable optimum performance.
26. Article 4(2) charges the CRA with actions finalized to encourage competition and prohibit or minimize anti-competitive practices, prevent misuse by any person or entity of its market dominance position, and take all necessary measures to achieve this.
27. Article 4(4) requires the CRA to protect the rights and interests of the public and Service Providers in the market, promote transparency and provide advanced, innovative and quality services at affordable prices to meet the needs of the public.
28. Article 15(2) requires the CRA to develop appropriate Tariff regulations, giving priority to the telecommunications market, or Telecommunications Services according to market requirements, and determine fees for retail and wholesale Tariffs.

The Individual Licenses issued to Service Providers

29. Clause 3 of the individual licenses authorizes the SPs to provide the specified telecommunications networks and services in accordance with the terms and conditions of the Individual Licenses and its annexures, relevant legislation, international treaties, and any regulations, including instructions issued by the CRA before or after the effective date of the Individual Licenses. Accordingly, the CRA may from time-to-time issue additional requirements as part of the terms and conditions of the Applicable Regulatory Framework (ARF), which are binding on the SPs.
30. Clause 10⁸ of the individual licenses provide obligations on the SP to Customers. This includes stipulations regarding compliance, billing, and suspension of mandatory services.
31. In addition, the Licenses require the SPs to:
 - 31.1 Provide Telecommunications Services to the Customers in accordance with terms and conditions that comply with the Applicable Regulatory Framework, including, among other things, the Tariff procedures⁹;
 - 31.2 Comply with all decisions and regulations issued by the CRA including but not limited to those governing pricing and Tariffs¹⁰;
 - 31.3 Not engage in any anticompetitive practices that prevent, hinder or substantially lessen competition, as stipulated in the Applicable Regulatory Framework, including the provisions of Annexure I of their Licenses¹¹.

⁸ Or clause 9, depending on the License.

⁹ Article 10(1) of Ooredoo, Vodafone, Es'hailSat Licenses; Article 9(1) of Qbn License; Article 9 of Harris Salam, QSAT, and Rignet Licenses.

¹⁰ Article 14(1) of Ooredoo, Vodafone, Es'hailSat Licenses; Article 13(1) of Qbn License; Article 12(1) of Harris Salam, QSAT, and Rignet Licenses.

¹¹ Article 14(3) of Ooredoo, Vodafone, Es'hailSat Licenses; Article 13(3) of Qbn License; Article 12(3) of Harris Salam, QSAT, and Rignet Licenses.

3 General Provisions for all Service Providers

32. Except where explicitly stated otherwise, this section sets out provisions for all SPs - both DSPs and non-DSPs.

3.1 Summary of the Key Obligations

33. The table below summarizes key obligations of SPs regarding Tariffs.

Key Obligation	Source of the Key Obligation	Applicable to	
		DSPs	Non-DSPs
Non-Discrimination	Law: Article (44) Prohibition of Unjustified Discrimination	Y	n/a
	By-Law	(-)	(-)
	Individual Licenses	(-)	(-)
	The RTI (Section 3.10)	Y	Y ¹²
Filing of Tariffs with the CRA	Law: Article (28) Submission of Tariff Offers and Prior Approval	Y	(-)
	By-Law: Article (54) – Authority of the CRA to Request Filing	Y	Y
	Individual Licenses	(-)	(-)
	The RTI (Section 3.4 to 3.7, 4, 5.1)	Y	Y ¹³
Approval of Tariffs by the CRA before Tariffs are available to Customers	Law: Article (28) Submission of Tariff Offers and Prior Approval	Y	N
	By-Law: Article (56)	Y	N
	Individual Licenses	(-)	(-)
	The RTI (Section 3.8 and 5.2)	Y	n/a
Publication of Tariffs	Law: (-)	(-)	(-)
	By-Law: Article (97)	Y	N
	Individual Licenses	(-)	(-)
	The RTI (Section 3.9)	Y	Y ¹⁴

Y yes

N no

n/a not applicable

(-) not included

Table 1 Key obligations of SPs regarding Tariffs

3.2 Tariffs – General Provisions and Taxonomy

34. All Retail Offers shall be offered pursuant to a Tariff.
35. For the ease of reference, the following Table 2 serves as a summary of the most important Tariff processes.

¹² This obligation was a License obligation (ref. Annexure D, clause 1.8) The CRA has confirmed this obligation and set rules for its implementation.

¹³ This obligation was a License obligation (ref. Annexure D, clause 1.3) The CRA has confirmed this obligation and set rules for its implementation.

¹⁴ This obligation is clearly needed to ensure transparency and allow Customers to choose a Telecommunication Service.

Type of SP Tariff Category	DSP			Non-DSP		
	Standard Tariffs ¹⁵	Below the Line Tariffs	Bespoke Tariffs	Standard Tariffs ¹⁶	Below the Line Tariffs	Bespoke Tariffs
Tariff Filing	Y	n/a	Y	Y	N	Y
Approval	Y	n/a	Y	N	N	N
Publication	Y	n/a	N	Y	N	N
Monitoring	Y	n/a	Y	Y	Y	Y
Compliance	Y	n/a	Y	Y	Y	Y

Table 2 Summary of most important Tariff processes

36. The table below displays a taxonomy of Tariffs.

Tariff Category	Definition	Example(s)	Applicable Tariff Type
Standard Tariff ("ST")	A Tariff offered by any SP to all business Customers or to all residential Customers or to all members of a subgroup of such Customers. A ST may include a discount matrix and/or a range of discounts, where the addressable Customers and the criteria are clearly identified.	For example, a standard Tariff may apply to all schools, all SMEs, all retirees etc.	Permanent Tariffs Promotional Tariffs Loyalty Programs
Below the Line Tariff ("BTLT") ¹⁷	A Promotional Tariff offered by a non-DSP to a specific Customer or group of Customers and not accessible to all Customers. A BTLT shall be of negligible value and therefore in its nature does not adversely affect competition. Within any Relevant Market, in any month, non-DSPs can provide BTLTs. However, the incremental revenue contribution from BTLTs cannot exceed 5% of the total monthly revenues of the Relevant Market.	"Call to India for QAR 0.10 if you pay QAR 1 per week extra." "Get QAR 10 top-up bonus if you top up with QAR 200 or more."	Promotional Tariffs
Bespoke Tariff ("BT")	A Permanent Tariff offered by a SP to a Customer based on a unique, specific and objective requirement. A BT will evolve either out of a Public Tender issued by a Customer or due to a Customer's requirement for a specific service or technology that is unlikely to be required by any other Customer. For the avoidance of doubt, discounting for a specific Customer does not constitute a BT.	Services offered by a SP in response to a specific request to provide Telecommunications Services from a Customer (e.g. in a Public Tender)	Permanent Tariff

¹⁵ For the avoidance of doubt, a Tariff's specific Terms and Conditions are part of the Tariff.

¹⁶ Ibid.

¹⁷ BTLTs are also called "Customer value management" offers.

Tariff Category	Definition	Example(s)	Applicable Tariff Type
		situation or a specific technology).	

Table 3 Taxonomy of Tariffs

37. The following table defines the Tariff Types:

Permanent Tariff	A Permanent Tariff is intended to be available to Customers on a non-time limited basis.
Promotional Tariff	A Promotional Tariff is available to Customers on a time limited basis as decided by the Licensee.
Loyalty Program	A Loyalty Program is an incentive granted by SPs to reward Customers for their loyalty.

Table 4 Tariffs Types

3.3 Tariffs – Business Retail Offers Prior to Filing

38. A SP may make a Proposal to a Customer/potential Customer of a business retail Telecommunications Service¹⁸ that is not contained in a notified/approved and published Tariff subject to the following conditions.
- 38.1 Acceptance (or not) of the Proposal for the retail Telecommunications Service is entirely at the directive of the Customer. Acceptance must constitute a formal request in writing to the SP by the Customer. Acceptance must be followed by the normal notification/approval and publication requirements of the ARF. For the avoidance of doubt, the Proposal cannot be commercially available as a Tariff to the Customer until all notification/approval and publication requirements have been met.
- 38.2 Unless the Tariff is a Bespoke Tariff, the commercial Tariff (that results from the Proposal) must be available to all Customers or group of Customers who meet the qualification criteria of the Tariff.
- 38.3 A Proposal to a Customer/potential Customer of a retail Telecommunications Service that is not contained in a notified/approved and published Tariff can only be made for business retail services.

¹⁸ This may be a mobile or fixed retail Telecommunications Service.

- 38.4 A Proposal to a Customer/potential Customer of a retail Telecommunications Service that is not contained in a notified/approved and published Tariff must include a clear disclaimer that makes the Customer aware that the Proposal is subject to CRA notification/approval and publication on the SP's regulatory webpage. Such a disclaimer must also specify that the Proposal is not a "Tariff". Failure to do so may cause the CRA to consider the Proposal as an illegal Tariff on the market.
- 38.5 A Proposal to a Customer/potential Customer of a retail Telecommunications Service that is not contained in a notified/approved and published Tariff must not be accompanied by mass-market promotional material giving the Customer the indication that the retail service is currently available for subscription. For the avoidance of doubt a PowerPoint presentation with a clear and readable disclaimer as described above accompanying the Proposal is permissible. Printed brochures or the large-scale distribution of documents that may appear like a Tariff available on the market are not permissible.

3.4 Tariffs – Filing

39. SPs shall file with the CRA all and any Tariffs as per Table 5 below:

Tariff Category	Types of Tariffs	Filing obligation	
		DSP	Non-DSP
Standard Tariffs	Permanent Tariffs	Y	Y
	Promotional Tariffs	Y	Y
	Loyalty Programs	N ¹⁹	N ²⁰
Below the Line Tariffs	Promotional Tariffs	(n/a)	N
Bespoke Tariffs	Permanent Tariffs	Y	Y

Table 5 Tariffs to be filed with the CRA:

40. A Tariff Filing is required for e.g. the following cases:
- 40.1 New Standard Tariffs and changes thereof, e.g. price increases, changes in terms and conditions, duration of a promotion.
- 40.2 Withdrawal of Tariffs.
- 40.3 Bespoke Tariffs, and any changes thereof. And
- 40.4 The Tariffs for services rendered to Customers when outside of Qatar (e.g. roaming and calling cards).
41. The SP shall submit a Tariff Filing consisting of.
- 41.1 The Tariff Document, as per the template set out in Annex III Tariff Document - Template.

¹⁹ The CRA may request a SP in writing to file details of its Loyalty Program. Such a request will detail the reason why the CRA requires filing of the details of the SP's Loyalty Program.

²⁰ Refer to footnote 19.

- 41.2 The Tariff Document shall include a description of the specific criteria that qualifies a Customer or group of Customers for a Tariff (refer to Sections 3.10). and
- 41.3 All other information specifically required as per the RTI e.g., for a DSP a cost-justification.
42. SPs shall ensure that each Tariff Document.
- 42.1 Is submitted in PDF and/or Word format²¹.
- 42.2 Is written in plain language and easily understood by a typical Customer.
- 42.3 Contains and fully discloses in detail:
- (a) All terms and conditions of the Retail Offer.
 - (b) All services (and products) associated with the Retail Offer.
 - (c) Whether the Retail Offer is a promotional or permanent offering.
 - (d) If a promotion, its duration.
 - (e) All applicable prices and the units to which they apply, rounding practices, use of (billing) increments, and any schemes involving promotions, rebates, discounts, waivers or free items.
 - (f) For any price increases and/or benefit reductions a detailed explanation in the Tariff document explaining the reasoning behind such a price increase and/or benefit reduction.
 - (g) The period for which the included bundle (e.g. minutes/messages/data allowance/TV) remains valid, i.e. a monthly package of 10 min for 1 QAR per month shall specify whether the 10 minutes will expire after one month, roll over to the second, third etc. month and then expire or continue rolling over as long as the Customer subscribes to the plan.
 - (h) For any Grandfathered Plan the time-period of which the plan will remain Grandfathered.
 - (i) The length of the Service Period and/or any Exit Charges that apply.
 - (j) Any other special considerations or other elements of the Retail Offer that are material to the service provided and the consideration to be paid.
 - (k) Any charges for equipment which are included as part of the service offered.
- 42.4 Where required, all calculations and explanatory documents shall be submitted with the Tariff Filing. All calculations shall be in Excel format and fully documented (e.g. the file contains all inputs required).
43. The CRA clarifies that it may also assess ex-post anti-competitive behavior which implies that general provisions regarding anti-competitive practices apply. This includes e.g. cross-subsidization. The CRA may ask for full information and require a DSP to demonstrate the absence of cross-subsidization.

²¹ For the avoidance of doubt, an e-mail with the relevant Tariff Documents (in track change, in case of changes to an existing Tariff) suffices as a filing. The CRA does not require a cover letter.

44. All Tariff Filings shall be sent to tariffs@cra.gov.qa

3.5 Tariffs – Filing - Specifically, for Loyalty Programs

45. For Loyalty Program the CRA requires all SPs to provide a quarterly report. This report shall be submitted in Excel to the CRA, on dates corresponding with the MDDD reporting²². For each Loyalty Program, per calendar quarter, the quarterly report shall contain.
- 45.1 Total number of participants;
 - 45.2 Points accumulated in the calendar quarter;
 - 45.3 Distribution of points accumulated in the calendar quarter by award criteria and exception;
 - 45.4 Cash value of points accumulated in the quarter;
 - 45.5 Points redeemed via SP in the calendar quarter;
 - 45.6 Cash value of points redeemed via SP in the calendar quarter;
 - 45.7 Points redeemed via Loyalty Partners²³ in the calendar quarter;
 - 45.8 Cash value of points redeemed via Loyalty Partners in the calendar quarter;
 - 45.9 Total points accumulated over the history of the program;
 - 45.10 Total cash value of points accumulated over the history of the program;
 - 45.11 Total points redeemed via SP over the history of the program;
 - 45.12 Total cash value of points redeemed via SP over the history of the program;
 - 45.13 Total points redeemed via Loyalty Partners over the history of the program; and
 - 45.14 Total cash value of points redeemed via Loyalty Partners over the history of the program.

3.6 Tariffs – Filing - Specifically, for Below the Line Tariffs

46. For Below the Line Tariffs no filing is required, but non-DSPs shall keep records of the type of offers and incremental revenue (per month) they generated for at least 12 (twelve) months from the date of the introduction of the BTLT into the market.
47. At its own discretion, the CRA may ask for reports and records and may take any other measure to verify the compliance of the SPs.

3.7 Tariffs – Filing - Specifically, for Bespoke Tariffs

48. DSPs shall file for approval all new Tariffs for Telecommunications Services composing a Bespoke Tariff.

²² Currently ref. section 9 of the Order "MDDD 2016 Reporting Notice", CRA 2017/05/02.

²³ A Loyalty Partner is an entity which accepts the SP's loyalty points in exchange for a good or service.

49. If a DSP's Bespoke Tariff is in response to a Public Tender, the following information must accompany the Tariff Filing.
 - 49.1 The name of the tendering Customer.
 - 49.2 The date the Public Tender was issued.
 - 49.3 The date the Public Tender closes²⁴.
 - 49.4 A webpage link to where the Public Tender can be downloaded by the CRA.²⁵
50. Within ten (10) working days after the signature of the contract reflective of the Public Tender win, the DSP shall file a clean (unredacted) copy of the signed contract. In a case where the signed contract does not comply with the approved Bespoke Tariff and/or the Public Tender, the CRA may request the contract to be terminated.
51. If a DSP's Bespoke Tariff is in response to a request by a Customer to provide a specific service or technology that is unlikely to be required by any other Customer, in the Tariff Document, the DSP must describe in detail the nature of the technology or service and why it is unlikely to be required by any other Customer. For the avoidance of doubt, it is not acceptable for the DSP to provide only a simple statement such as "*This Tariff is bespoke by technology*" or "*It is a customized solution.*"
52. Within ten (10) working days after the signature of the contract to a request by a Customer to provide a specific service or technology that is unlikely to be required by any other Customer, the DSP shall file a clean (unredacted) copy of the signed contract. In a case where the signed contract does not comply with the approved Bespoke Tariff, the CRA may request the contract to be terminated.
53. Non-DSPs shall file the complete Bespoke Tariff within 10 (ten) working days after the signature of the contract.

²⁴ If the Public Tender is to close shortly, when submitting the Bespoke Tariff the DSP can request a "Fast Track" review. This procedure will allow a timeline of 5 (five) working days for the CRA to review and approve the Bespoke Tariff subject to no further information being requested from the DSP.

²⁵ If the Public Tender has been sent directly to the Licensee and is not available to download, a clean (unredacted) copy of the Public Tender must accompany the Tariff Submission.

3.8 Tariffs – Review and Approval

54. A written pre-approval by the CRA for Tariffs is required as per Table 6 below .

Tariff Category	Tariff Types	Explicit pre-approval required by the CRA	
		DSP	Non-DSP
Standard Tariffs	Permanent Tariffs	Y	N
	Promotional Tariffs	Y	N
	Loyalty Program	N	N
Below the Line Tariffs	Promotional Tariffs	(n/a)	N
Bespoke Tariffs	Permanent Tariffs	Y ²⁶	N

Table 6 Tariffs requiring pre-approval by the CRA

55. Communications from the CRA will be by e-mail sent from tariffs@cra.gov.qa.
56. In case a SP is uncertain regarding the contents of a Tariff Filing, e.g. cost justification, criteria for offering a discount, etc., the CRA welcomes a meeting prior to the Tariff Filing to clarify any uncertainty.

3.9 Tariffs – Publication

57. The following Tariffs as per Table 7 below shall be published on the SP's website. This includes new Tariffs, modifications/changes to existing Tariffs and withdrawal of Tariffs. The publication shall occur no later than the day of the launch of the Tariff into the telecommunications market.

26 In circumstances where the DSP has received from the CRA a pre-approval for a discount matrix (based on the latest set of the DSP's approved Regulatory Accounts) applicable to Bespoke Tariffs and the Bespoke Tariff makes no changes to a previously approved Telecommunications Service other than to apply a discount (which complies with the pre-approved discount matrix) to the charges associated with the Telecommunications Service, the DSP is not required to file a Tariff for approval in this instance. However, in the case of subscription to the Telecommunications Service by a customer, the 10 working-day requirement to file an unredacted signed contract continues to apply. At the same time the signed contract is filed, the DSP is required to also file the complete Bespoke Tariff and, if applicable, the relevant Public Tender document. Should the Bespoke Tariff not comply with any or all of the approved discount matrix, the RTI, the signed contract or, if applicable, the Public Tender, the CRA may request the contract to be terminated.

Tariff Category	Tariff Types	Publication of Tariff Document	
		DSP	Non-DSP
Standard Tariffs	Permanent Tariffs	Y	Y
	Promotional Tariffs	Y	Y
	Loyalty Program	N	N
Below the Line Tariffs	Promotional Tariffs	(n/a)	N
Bespoke Tariffs	Permanent Tariffs	N	N

Table 7 Tariffs which shall be published by the SP

58. A Tariff will be considered void if the Tariff is not introduced in the market within 2 (two) months from its approval/notification date. A new Tariff Filing will be required after this period.
59. The SP shall ensure that any adverse changes to the terms and conditions of a Tariff (including but not limited to price increase, benefit removal/reduction, plan withdrawal etc.) are directly communicated in a timely manner to the affected Customers detailing all the components of the changes. This may include but not be limited to an SMS/email message to the Customer.
60. For promotions, the SP shall ensure there is no change to the terms and conditions of the promotional offer for the Service Period of the offer²⁷.
61. For Loyalty Programs a publication in a Tariff Document is not required. However, to ensure full information to the Customer, a full stipulation of each Loyalty Programs shall be published on the SP's website. They shall be written in plain language (Arabic and English), and be clear, legible and easily understood by Customers. All changes of Loyalty Programs shall be communicated to affected Customers.
62. For all post-paid Customers, the SP shall state clearly on the first page of their bill/invoice:
- 62.1 For DSPs:
- "Tariffs have been approved by the Communications Regulatory Authority. They are available at //insert web link to the page of the SP where the Tariff Document can be found//".*
- 62.2 For non-DSPs:
- "Tariffs have been filed with the Communications Regulatory Authority. They are available at //insert web link to the page of the SP where the Tariff Document can be found//".*

²⁷ For example, if the Service Period of the terms and conditions associated with a promotional offer are 12 months, a customer who subscribes to the promotion must receive (at least) these terms and conditions for the full Service Period. Negative changes to the customer's terms and conditions associated with the promotion within the Service Period are not permitted by the SP. If negative changes to the terms and conditions within the 12-month period by the SP occur it will permit a subscriber to, if they wish, exit the promotion without an Exit Charge and may result in compensation, as calculated by the CRA, payable to the affected customer.

3.10 Non-Discrimination

63. Notwithstanding the relevant clauses related to Below The Line Tariffs, Bespoke Tariffs, general discounts for a specific group of Customers, and discretionary discounts of up to 20%, a SP shall not afford any undue preference for, or exercise undue discrimination against, a particular Customer or a group of Customers of any class or description. Therefore, any Standard Tariff²⁸ shall be available to all Customers or group of Customers meeting the qualifying criteria as specified in the Tariff Document.
64. When offering a Standard Tariff to a particular Customer or group of Customers:
- 64.1 The Tariff shall be filed with the CRA in a Tariff Filing.
- 64.2 The Tariff Document shall contain a description of the specific criteria that qualifies a Customer or group of Customers to receive the Tariff.
- 64.3 The Tariff Document associated with the Tariff shall be published as per the requirements of the RTI.

3.11 Discounts for Standard Tariffs

65. SPs may offer a discount of its choosing²⁹ on a Telecommunications Service if the discount is available to all Customers or group of Customers that meet the qualifying criteria as specified in the notified/approved Tariff Document (see clauses concerning Non-Discrimination). The amount of the discount to all Customers or group of Customers that meet the qualifying criteria must be included in the Tariff filing submitted to the CRA and in the published notified/approved Tariff on the SP's website.
66. Notwithstanding the clause above, SPs may also offer a discount of its choosing³⁰ on a Telecommunications Service to all Customers that fall within a specific group of Customers such as (not an exhaustive list) e.g. the educational sector, the charity sector, disabled groups or groups with special needs³¹. The amount of the discount and the specific Customer group to which it applies must be included in the Tariff filing to the CRA and in the published notified/approved Tariff on the SP's website.

3.12 20% Discretionary Discount

		Non-DSP	DSP
Standard Tariffs	Discretionary Discount	Maximum 20% rule applies	
	Non-discrimination	no justification needed	
	Cost justification	no justification needed	Must price above cost

²⁸ This does not apply to either Bespoke Tariffs or Below The Line Tariffs, both which are by their nature not accessible to all Customers.

²⁹ Discounts provided by a DSP must be above the cost of provision as displayed in the cost justification that accompanies the Tariff filing.

³⁰ Discounts provided by a DSP must be above the cost of provision as displayed in the cost justification that accompanies the Tariff filing.

³¹ The specific Customer group will be at the discretion of the CRA.

Table 8 Rules for Discretionary Discounts of Standard Tariffs

67. SPs may offer discounts of a maximum of twenty per cent (20%) on a Telecommunications Service contained in an existing (notified/approved and published) Standard Tariff to an individual qualifying Customer, at the discretion of the SP, without the requirement for the SP to notify (seek approval for a DSP) and publish the maximum 20% discount.
68. For the possibility of a maximum 20% discount on a Telecommunications Service to apply to an individual qualifying Customer a broad statement to that effect must be contained in the Telecommunication Service's corresponding notified/approved and published Standard Tariff (Permanent and Promotional) document.
69. For the avoidance of doubt, the following 2 examples require a Tariff to be notified (approved for a DSP) and published as per normal practice.
 - 69.1 If a SP wishes to offer all qualifying Customers (i.e. not just individual qualifying Customers as described above) a discount on a Telecommunications Service contained in an existing (notified/approved and published) Standard Tariff.
 - 69.2 If a SP wishes to offer an individual qualifying Customer a discount of higher than 20% on a Telecommunications Service contained in an existing (notified/approved and published) Standard Tariff.

3.13 Service Period and Exit Charge

70. Without the need for a specific justification in a Tariff Document, a SP may offer a Service Period³² of up to three (3) months. However, by providing a specific justification in a Tariff Document a SP may (at the discretion of the CRA) offer a Service Period of greater than three (3) months³³. In both instances the applicable Tariff Document must clearly state the length of the Service Period that applies.
71. In the event a Customer wishes to cancel a Telecommunications Service within the Service Period, as set by the Licensee and agreed to by the Customer, the SP is entitled to collect an Exit Charge³⁴ from the Customer. Where an Exit Charge exists, the applicable Tariff document must clearly state the extent of the Exit Charge that applies.
72. If a Telecommunications Service contains multiple Service Periods and/or Exit Charges, such as, for example, a postpaid mobile plan that has a Service Period of 3 months with an Exit Charge of repayment of outstanding monthly subscriptions and a component (for example, Star Number) Service Period of 12 months with an Exit

³² In the COMMUNICATIONS CONSUMER PROTECTION REGULATION (ref CRACA/2024/10/02) this is referred to as the "Minimum Service Period".

³³ For a Telecommunications Service, a specific justification for the provision of a Service Period greater than three (3) months could be, for example, monthly rental discounts and/or increased benefits over those offered for the Telecommunications Service subject to a three (3) month Service Period.

³⁴ For the avoidance of doubt, for residential Customers, an Exit Charge for a Service Period greater than three (3) months is limited to, for example, the repayment of any discounts received and/or any the repayment of and fees/charged waived etc.. Repayment of remaining subscriptions shall not apply as an Exit Charge for residential Customers for a Service Period greater than three (3) months .

Penalty of the full repayment of the value of the component, the applicable Tariff Document must clearly state the length of each Service Period and the extent of each Exit Charge that applies.

73. An Exit Charge(s) will not be applicable if:
 - 73.1 the Tariff Document applicable to the Telecommunications Service does not clearly state the length of each Service Period and the extent of each Exit Charge that applies to the Telecommunications Service.
 - 73.2 prior to signing a subscription agreement, the Customers has not been fully informed by the SP (or an authorized dealer of the SP) of the terms and conditions of the Telecommunications Service including (but not limited too) the length of the Service Period(s) and the extent of the Exit Charge(s) that applies³⁵.
 - 73.3 after signing the subscription agreement, the Customers has not been provided in a timely manner with a copy (electronic or paper) by the SP (or an authorized dealer of the SP) of the terms and conditions of the Telecommunications Service including (but not limited too) the length of the Service Period(s) and the extent of the Exit Charge(s) that applies³⁶.
 - 73.4 during the Service Period(s), the SP adversely changes the terms and conditions of the service that are associated with the Service Period(s), which negatively impacts the Customer, for example (but not limited to) a price increase, a benefit reduction, a plan withdrawal etc. and, consequently, the Customer wishes to cancel the service³⁷.
74. Notwithstanding the clauses above, for all Tariff types (Standard Tariffs and Bespoke Tariffs), unless a sufficient justification³⁸ is provided in a Tariff Filing (and agreed to by the CRA), a DSP shall not impose an Exit Charge after 12 (twelve) months of the Service Period has passed³⁹.

35 At the CRA's request, the SP (or an authorized dealer of the SP) must provide evidence that they have fully informed the Customer of the terms and conditions of the Telecommunications Service related the length of the Service Period(s) and the extent of the Exit Charge(s) that apply, prior to signing a subscription agreement. For the avoidance of doubt, a statement by the SP (or authorized dealer) that they have verbally informed the Customer or a statement in the SP's general terms and conditions that the information can be found in the applicable Tariff document do not constitute satisfactory evidence of informing the Customer. The CRA would accept a tick box, completed and/or initialed by the Customer in the SP's Customer Acquisition Form (CAF) stating that the customer has been fully informed (prior to subscription) of the length of the Service Period(s) and the extent of the Exit Charge(s) that apply for the Telecommunications Service the Customer is subscribing to.

36 This could, for example be a copy of the CAF signed by the Customer, where in the CAF the SP's or authorized dealers' representative has manually entered the length of the Service Period(s) and the extent of the Exit Charge(s) that apply for the Telecommunications Service the Customer is subscribing to. For example, 12 months and repayment of discounts received.

37 For example, if the customer is subscribed to a Telecommunications Service subject to a Service Period and during this Service Period the SP negatively changes any terms and conditions of the Telecommunications Service associated with the Service Period, the customer may, if they wish, exit the Service Period without paying an Exit Charge. Negative changes to the terms and conditions of the Telecommunications Service associated with the Service Period by the SP may also result in compensation, as calculated by the CRA, payable to the affected customer. For the avoidance of doubt this does not mean that a SP cannot change the terms and conditions of an existing Telecommunications Service. It may do so at its discretion; however change to any terms and conditions of the Telecommunications Service associated with a Service Period will only apply to a customer once they have completed the required Service Period.

38 For example a) Customer specific backhaul capacity acquired from a third SP, which is otherwise a stranded cost b) high upfront costs for Customer specific/network specific CPE or c) conditions in a tender situation resulting in a Bespoke Tariff may all be justifications for an extended Exit Charge by a DSP beyond the first 12 months.

39 For the avoidance of doubt, for a DSP, an Exit Charge can only apply for the first 12 months of a Service Period (unless a sufficient justification is agreed to by the CRA for an Exit Charge of greater than 12 months). No Exit Charge shall apply after the first 12 months of a Service Period.

3.14 Minimum Validity Period of Prepaid Credit

75. The minimum validity period of standard prepaid credit recharge must be 30 days for 10/- QR or less.
76. A validity of 180 days or longer must be provided for all other prepaid credits.
77. For avoidance of doubt, this applies to standard recharge credit only and excludes the minimum duration of prepaid packs with allowances (e.g. one day or one-week mobile Internet packs, Add-ons/boosters, etc.) which can be lower or higher.

3.15 On-Net/Off-Net Pricing Differential

78. SPs shall not apply any on-net/off-net price differentiation, unless justified and approved by the CRA. This means that a unit of service, which includes voice and video calls, SMS, MMS and other services, made from the SP's network to another SP's network shall be charged at the same amount as a unit of service inside the SP's network. This also means that if units of service (e.g. call minutes) are included in a permanent bundle, these units of service shall be available in equal on-net and off-net form.
79. Due to the nature of business Closed User Groups ("**CUG**"), it is acceptable that calls to/from users within a CUG have specific call rates. However, calls to/from users outside of a CUG shall comply with the clause above. The CRA may assess ex-post specific cases of anti-competitive behavior.

3.16 Bundles

80. A SP may bundle Telecommunications Services, including a regulated Telecommunications Service with an unregulated Telecommunications Service. However, when offering a bundled service consisting of a regulated and an unregulated Telecommunications Service, the SP is required to separately offer to Customers the regulated element of the bundle e.g. fixed broadband internet without bundled entertainment channels.

3.17 Device Locking

81. SPs are not permitted to "Lock" a telecommunications device so that it can only be used with the SP's network.

3.18 Geographic Differentiation of Charges

82. Unless specifically approved by the CRA, SPs shall provide only uniform pricing within Qatar.
83. This prohibition includes Promotional Tariffs and potential "cell-based charging".

3.19 Volume Discounts

84. Non-DSPs are permitted to offer volume discounts to business Customers in exchange for a preset number of subscriptions, i.e. 20% discount on total generated revenue⁴⁰ for 50 subscriptions based on the following criteria.
- 84.1 The number of qualifying subscriptions must include only the number of actual subscriptions purchased by the Customer and not include subscriptions “promised” to be purchased by the Customer on a date in the future.
- 84.2 The number of qualifying subscriptions can relate to one predefined qualifying Telecommunications Service only or can be spread over more than one predefined qualifying Telecommunications Service up to the required subscription number. In both instances the relevant Tariff Document must contain a description of the qualifying Telecommunications Service(s).
- 84.3 The SP must define in the Tariff Document the period for which the qualifying number of subscriptions must be held by the Customer to achieve the volume discounts.
- 84.4 The SP must define in the Tariff Document the period for which the volume discounts will apply once the qualifying number of subscriptions has been met by the Customer.
- 84.5 The SP must define in the Tariff Document the action that will be taken if the Customer’s actual number of subscriptions falls below the qualifying number of subscriptions.
- 84.6 A non-DSP must not apply the discount to any revenue generated in a market for which it has been defined as a DSP.

3.20 “Purchasing Customers” of a Telecommunications Service

85. A landlord or an employer (“**Purchasing Customer**”) may purchase a Telecommunications Service from a SP to provide the Telecommunications Service to a tenant or employee (“**End User**”) on the following terms.
- 85.1 Prior to offering the service to an End User the Purchasing Customer must sign an agreement (“**Agreement**”) with the SP agreeing to compliance with the CLASS LICENSE for the Resale of Retail Telecommunications Services, Version 3 dated June 20, 2022, (ref. CRARAC2022/06/20-1) by not offering the Telecommunications Service to an End User for sale or lease in return for a direct or indirect fee. The Agreement must be provided to the CRA by the SP upon request by the CRA. It is the responsibility of the SP to ensure the Purchasing Customer’s continued compliance with the Agreement for the term of the contract between the SP and the Purchasing Customer.
- 85.2 If the Telecommunications Service involves a contract period between the SP and the Purchasing Customer with payments for early termination, any early termination of the

⁴⁰ For example, if the subscriptions relate to mobile plans the volume discount may be applied to total generated revenue from monthly subscription as well as value-added services associated with the plans.

contract by the Purchasing Customer shall not result in the recovery of termination charges by the Purchasing Customer from the End User.

- 85.3 Prior to the signing of any agreement between an End User and the Purchasing Customer for provision of the Telecommunications Service by the Purchasing Customer to the End User, the End User must be informed in writing by the Purchasing Customer of the following.
- (a) the nature of the Telecommunications Service provided to the End User, including all its terms and conditions including but not limited to, who the End User should contact for technical/hardware issues, plan upgrades (this may be at the expense of the End User), additional value-added services from the SP or another entity such as a streaming platform (this may be at the expense of the End User), and Customer complaints etc.
 - (b) that the Telecommunications Service is not being sold or leased on a commercial basis to the End User.
 - (c) that the End User has the right not to take the Telecommunication Service from the Purchasing Customer.
 - (d) that the End User has the right to take a Telecommunications Service from an alternative service provider (this may be at the expense of the End User).
- 85.4 No exclusivity agreement for the provision of the Telecommunications Service by the SP to the Purchasing Customer can be agreed between the SP and the Purchasing Customer.
- 85.5 It is the responsibility of the SP to ensure the Purchasing Customer maintains all required records of the End User to ensure compliance with the security requirements of the State of Qatar with respect to the use of telecommunications equipment by an individual within Qatar.

4 Provisions Specific to non-DSPs

86. The following provisions are additional to those included in section 3 above.
87. At the latest, the Tariff Filing shall be received by the CRA on the day of the launch of the Tariff.
88. Once a complete Tariff Filing has been received, the CRA will have 10 (ten) working days to verify that the Tariff Filing is consistent with the requirements set out in the RTI.
89. If the Tariff Filing is not consistent the CRA may (a) object to the Tariff in writing, informing the SP of its suspension, modification or withdrawal, and reasons for or (b) extend the period for review⁴¹.
90. If the CRA decides that an extended review of a proposed Tariff is necessary, it shall notify the SP in writing and shall specify the procedures and timetable for the Tariff review.
91. If a request for information from the CRA contains a response deadline, any request for an extension of this deadline by a SP shall be accompanied by a convincing justification and filed at least 5 (five) working days before the expiry of the original deadline.
92. Information may be exchanged in a Tariff meeting that may alter the CRA's understanding of a Tariff. The CRA may request that this information is re-submitted in a formal Tariff Filing.
93. If the concerns are not addressed to the CRA's satisfaction, the CRA may request that the SP withdraw the Tariff⁴².
94. If concerns regarding a Tariff arise after it has been introduced in the market, the CRA may initiate an ex-post review of the Tariff.

⁴¹ In the event of a CRA instruction to the SP to suspend, modify or withdraw a Tariff the CRA may also request that affected Customers are adequately compensated by the SP for any inconvenience or financial loss caused by the suspension, modification or withdrawal of the Tariff.

⁴² In the event of a CRA instruction to the SP to withdraw a Tariff the CRA may also request that affected Customers are adequately compensated by the SP for any inconvenience or financial loss caused by the withdrawal of the Tariff.

5 Provisions Specific to DSPs

95. The following provisions are additional to those included in Section 3 above.

5.1 Tariffs – Filing

96. A DSP shall file its proposed Tariffs for pre-approval in the form of a Tariff Filing which shall include:
- 96.1 The Tariff Document in a form as per Annex III of the RTI.
- 96.2 A cost justification, demonstrating the absence of anti-competitive conduct⁴³, which includes e.g. pricing below cost⁴⁴ or excessive pricing⁴⁵. A cost justification shall be included containing as a minimum.
- (a) Revenue information – a detailed breakdown of the revenue components (e.g. connection, subscription, usage) of the Retail Offer, including the number of Customers expected to subscribe the Tariff; and
- (b) Cost Information - a detailed breakdown of the cost components (e.g. network, retail, termination etc.) of the Retail Offer.
- 96.3 Any cost information shall be based on a reliable source such as e.g. the approved Regulatory Accounting System (“RAS”) and shall use the applicable cost base and cost standard. In the absence of reliable cost information, the CRA may choose appropriate proxies and benchmarks.
- 96.4 If applicable, proof that the DSP has provided or will be providing (a) corresponding wholesale service(s) to the Retail Offer to enable other SPs to replicate the Retail Offer of the DSP. The CRA will weigh up the relevance of this requirement in terms of advantages and disadvantages for Customers and competition for each Tariff Filing by a DSP; and
- 96.5 All other information specifically required as per the RTI.

5.2 Tariffs – Review and Approval

97. The review will be based on:
- 97.1 Information submitted as part of the Tariff Filing.

43 E.g. Article (43)6, 7 and 9 of the Telecommunications Law. Under these provisions, it is prohibited for a DSP to supply competitive Telecommunications Services at prices below long run incremental costs or any other cost standard specified by CRA. In addition, Article (43) of the Telecommunications Law states specifically: 6 - Supplying competitive Telecommunications Services at prices below long run incremental costs or any other cost standard specified by the General Secretariat. 7- Using revenues or transferring a part of cost of a specific Telecommunications Service to subsidize another Telecommunications Service supplied 9- Performing any actions that have the effect of substantially lessening competition in any telecommunications market. Also ref. to Competition Policy - Explanatory Document dated October 21, 2015, Section 2 and 3.

44 ibid.

45 Article (29) of the Telecommunications Law. “The tariff for telecommunications services provided by dominant service providers must be based on the cost of efficient service provision and the tariff must not contain any excessive charges which result from the dominant position that the service provider enjoys.”

- 97.2 Other official submissions to the CRA by the DSP such as the Regulatory Accounting System, MDDD reports, profitability reports etc.; and
- 97.3 Any other information the CRA deems necessary to assess the validity of the Tariff Filing (e.g. benchmarks etc.).
98. When a complete Tariff Filing has been received, the CRA will have 10 (ten) working days to (a) approve or (b) object to the Tariff or (c) extend the period for review. If the CRA does not approve, object to the Tariff or extend the period of review within the required 10 (ten) working days, the DSP may introduce the Tariff into the market and inform the CRA accordingly.
99. If the CRA decides to extend the 10 (ten) working-day review period it shall notify the DSP by email and shall specify the concerns, procedures and timetable for the extended Tariff review.
100. The CRA may also request, by email, further information from the DSP in relation to the Tariff Filing. Such a request will automatically place the 10 (ten) working day countdown on hold. Once the CRA is satisfied with the additional information received it will inform the DSP, by email, of the recommencement of the 10 (ten) working day countdown⁴⁶.
101. Information may be exchanged in a Tariff meeting that may alter the CRA's understanding of a Tariff. The CRA may request this information is re-submitted in a formal Tariff Filing.
102. The CRA's decision shall be notified to the DSP in an Order providing reasons for the decision.
103. If concerns regarding a Tariff arise after it has been approved by the CRA and introduced in the market, the CRA may initiate an ex-post review of the Tariff.

⁴⁶ For the avoidance of doubt, the 10 (ten) working day countdown will begin again from day 1 from the date of the CRA's email informing the DSP of the recommencement of the 10 (ten) working day countdown.

6 Compliance, Monitoring and Enforcement

6.1 Compliance

104. The SP shall comply fully with all procedures related with Tariffs as established in the ARF.

6.2 Monitoring

105. Against the following criteria, the CRA will monitor the compliance of SPs with the RTI, specifically but not limited to.
- 105.1 The introduction of Tariffs neither filed and/or approved and/or published by the SPs in the market.
- 105.2 Consistency of the published Tariff Documents with those filed / approved by the CRA.
- 105.3 Provision of required information; and
- 105.4 Delays in submitting required information.
106. Monitoring will be carried out, specifically but not limited to:
- 106.1 Checking the section of SPs' website where the Retail Offers and Tariff Documents are published
- 106.2 Review of the completeness of the required information; and
- 106.3 Investigations performed by the CRA.

6.3 Enforcement

107. In the event of non-compliance, it shall result in one or a combination of the following enforcement provisions stipulated under the Telecommunication Law:
- 107.1 Invoking the provisions of chapter sixteen (16) of the Law, whereby the SP shall be subject to criminal prosecution as a form of punishment for non-compliance with the relevant provisions of the Law and its license.
- 107.2 Invoking the provision of Article 62-bis of the Telecommunication Law, whereby non-compliance is punishable with the imposition of one or more of the administrative penalties that are set out in Schedule 1 of the Law.
108. In addition to the above, the CRA shall take adequate actions to protect the Customers, including but not limited to:
- 108.1 Ordering a non-DSP to have their Tariffs pre-approved by the CRA.
- 108.2 Ordering a SP to cease offering a Retail Offer.
- 108.3 Ordering a SP to withdraw a Tariff; and
- 108.4 Ordering a SP to provide a service for free, or to compensate Customers, in case Customers are subscribed to a Standard Tariff not notified/approved by the CRA.

109. The CRA will review the RTI no earlier than 3 years after the entry into force of the current version.

Annex I: Glossary, Acronyms and Abbreviations

The terms, words and phrases used in the RTI shall have the same meaning as are ascribed to them in the ARF unless the RTI expressly provides for it otherwise, or the context in which those terms, words and phrases are used in the RTI require it.

ARF	Applicable Regulatory Framework - has the meaning given to it in the Individual Licenses held by the Service Providers.
BT	Bespoke Tariff - A Permanent Tariff offered by a SP to a Customer based on a unique, specific and objective requirement. A BT will evolve either out of a Public Tender issued by a Customer or due to a Customer's requirement for a specific service or technology that is unlikely to be required by any other Customer. For the avoidance of doubt, discounting for a specific Customer does not constitute a BT.
BTLT	Below The Line Tariff - A Promotional Tariff offered by a non-DSP to a specific Customer or group of Customers and not accessible to all Customers. A BTLT shall be of negligible value and therefore by its nature does not adversely affect competition.
CPE	Customer Premise Equipment
CRA	Communications Regulatory Authority
Customer	It has the meaning given to it by as defined in the By-Law.
DSP	Dominant Service Provider - It has the meaning given to it in the Telecommunications Law.
Exit Charge	The amount payable by a Customer to exit a Telecommunications Service before the completion of the Telecommunications Service's Service Period.
Grandfathering	A Telecommunications Service, after which being removed from the market or replaced by an new Telecommunications Service by the Licensee, subscribed Customers are permitted by the Licensee (or by instruction from the CRA), to remain subscribed to the Telecommunications Service for a predetermined time-period. For the avoidance of doubt, Customers who unsubscribe from a Grandfathered Telecommunications Service cannot resubscribe to the Grandfathered Telecommunications Service.
License	It has the meaning given to it in Article 1 of the Telecommunications Law.
Licensees	Individually Licensed Service Providers. In this RTI, the term "Licensee" is interchangeable with the term "Service Provider".

Loyalty Programs	Promotions and incentives granted by SPs to reward Customers for their loyalty.
MDDD	Market Definition and Dominance Designation
non-DSP	Non - Dominant Service Provider
Permanent Tariff	A Tariff, which is intended to be available to Customers on a non-time limited basis.
Promotional Tariff	A Tariff which is intended to be available to Customers on a time limited basis.
Proposal	A non-binding offer of a Licensee to a Business Customer for a Telecommunications Services that has not been notified/approved and published.
Public Tender	These are formal public offers for carrying out work, supplying goods, etc. An email from a Customer requesting a quote from the SP on a Telecommunications Service does not constitute a Public Tender.
Relevant Market	The Relevant Markets as defined by the MDDD process
Retail Offer	A current, mass-market, retail Telecommunications Service that is available for Customer subscription and includes, without limitation, such offers as advertised.
RTI	Retail Tariff Instruction
Service Period	The minimum contracted period agreed to by a Customer, after which no penalties are payable for the termination of the Contract by the Customer. For the avoidance of doubt, negative changes to a subscriber's terms and conditions during their Service Period are not permissible.
Service Provider (SP)	Has the meaning given to it in Article 1 of the Telecommunications Law. In this RTI, the term "Service Provider" is interchangeable with the term "Licensee".
SIM	Subscriber Identity Module
ST	Standard Tariffs - A Tariff offered by any SP to all business Customers or to all residential Customers or to all members of a subgroup of such Customers. A ST may include a discount matrix and/or a range of discounts, where the addressable Customers and the criteria are clearly identified.
Tariff	It has the meaning given to it by the By-Law.

Tariff Category	For the RTI, Tariffs have been categorized in Standard Tariffs, Below the Line Tariffs and Bespoke Tariffs (ref. Table 3 Taxonomy of Tariffs).
Tariff Document	The Template provided for in Annex III Tariff Document - Template.
Tariff Filing	The submission made to the CRA. Generally, this is made of the Tariff Document and other information (e.g. the cost justification, etc.) as described in the RTI.
Tariff Type	For the RTI, Tariff Types are Permanent, Promotional and Loyalty Programs (ref. Table 4 Tariff Types).
Telecommunications Service	It has the meaning given to it by the By-Law but includes telecommunications products.

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Annex III: Tariff Document - Template

General Tariff Information

Service Provider Name	Name of Service Provider
Tariff Number	A unique number for identifying this Tariff (To be created by the Service Provider)
Marketing Name of the Retail Offer	Generic name (e.g. post-paid mobile) and/or brand name (e.g. Shahry)
Tariff Type	Standard Permanent ⁴⁷ / Standard Promotion ⁴⁸ / Bespoke
Duration	[for Promotion only]
Customer Group	Residential or Business
Tariff Effective Date	Availability to Customers
Tariff Version Number	To be created by Service Provider (promotions are suffixed)

Tariff Details

Definitions	Definitions of terms used in this Tariff Document	Applicable to <ul style="list-style-type: none"> • Permanent Tariffs • Promotions • Bespoke Tariffs
Tariff Terms and Conditions	Service specific terms and conditions including Service Period and Exit Charge.	Applicable to <ul style="list-style-type: none"> • Permanent Tariffs • Promotions • Bespoke Tariffs
Service Description and Features	A clear product description of the Telecommunications Service being offered with respect to what the Tariff proposes to deliver to Customers	Applicable to <ul style="list-style-type: none"> • Permanent Tariffs • Promotions • Bespoke Tariffs
Charge Rates	All the charges rates shall be in QAR, including all taxes, levies, etc.	Applicable to <ul style="list-style-type: none"> • Permanent Tariffs • Promotions • Bespoke Tariffs
Service Provider Obligations	Which are not included in the SP's General Terms and Conditions, such as service availability and limitations – availability, maximum downtime, mean-time-to-repair, quality of service, speed, throughput, technical and geographical limitations.	Applicable to <ul style="list-style-type: none"> • Permanent Tariffs • Bespoke Tariffs
Customer Obligations	Which are not included in the SP's General Terms and Conditions	Applicable to <ul style="list-style-type: none"> • Permanent Tariffs • Bespoke Tariffs
Equipment and Technical Interfaces	Equipment owned/leased and supplied by the Service Provider, equipment provided by the Customer, service demarcation point, standards/specifications of service interfaces.	Applicable to <ul style="list-style-type: none"> • Permanent Tariffs • Bespoke Tariffs

47 Except Loyalty Program.

48 Except BTLT.

Service Level Agreement [for Business Tariffs only]	Including measurable QoS Parameters. For example, service availability and limitations – availability, maximum downtime, mean-time-to-repair, quality of service, speed, throughput, technical and geographical limitations.	Applicable to <ul style="list-style-type: none"> • Permanent Tariffs • Bespoke Tariffs
Criteria for Customers/ Group of Customers to access the Tariff (if required) refer to Sections 3.10	The Tariff Document shall include a description of the specific criteria that qualify a Customer or group of Customers for a Tariff	If needed applicable to <ul style="list-style-type: none"> • Permanent Tariffs • Promotion

Tariff Version Control (for Permanent Tariffs)

Tariff Version Number	Approval Date	Effective Date	Tariff Modifications
1.00	11 Aug 2024	18 Aug 2024	New Tariff
1.01	01 Sep 2024	10 Sep 2024	Local call prices increase (4.1)

*** End of the RTI ***